



भारत का राजपत्र

The Gazette of India

साप्ताहिक/WEEKLY

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 39] नई दिल्ली, शनिवार, सितम्बर 29—अक्तूबर 5, 2007 (आश्विन 7, 1929)

No. 39] NEW DELHI, SATURDAY, SEPTEMBER 29—OCTOBER 5, 2007 (ASVINA 7, 1929)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV [PART IV]

[गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं]
[Advertisements and Notices issued by Private Individuals and Private Bodies]

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS/PUBLIC NOTICES IN THIS PART OF THE GAZETTE OF INDIA. PERSONS NOTIFYING THE ADVERTISEMENTS/PUBLIC NOTICES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Controller of Publications

CHANGE OF NAME

I, hitherto known as PANKAJ MOONDAY son of Sh. RAM DIYA, a student in the final year of B.Tech. (ECE), I. P. University, residing at C-85, Eden Towers, Plot No. 20, Sector-5, Dwarka, New Delhi-110075, have changed my name and shall hereafter be known as PANKAJ MUNDE.

It is certified that I have complied with other legal requirements in this connection.

PANKAJ MOONDAY

[Signature (in existing old name)]

I, hitherto known as P. RUDRADEV son of Sh. P. VENKATESHWAR, employed as Packer T. No. 728 in the Security Printing Press, Mint Compound, Saifabad Hyderabad, residing at H. No. 13-1-683/1/A/2, Poosala Basti, Near Balaji Temple, Mangalhat, Hyderabad-500 006, have changed my name and shall hereafter be known as SURESH KUMAR.

It is certified that I have complied with other legal requirements in this connection.

P. RUDRADEV

[Signature (in existing old name)]

I, hitherto known as JAIKARAN son of Late DWARIKA PRASAD, employed as Shorting Assistant Asansol R.M.S., residing at R.M.S. Quarter No. 734/DEF, Railpar Asansol-2, have changed my name and shall hereafter be known as JAIKARAN SAROJ.

It is certified that I have complied with other legal requirements in this connection.

JAIKARAN

[Signature (in existing old name)]

I, hitherto known as SHANTA NARAYAN IYER wife of Sh. B. S. NARAYAN, employed as Assistant Accounts Officer in the NRG Accounts, WIP Service Building, Bhabha Atomic Research Centre (B.A.R.C.), Trombay, Mumbai-400 085, residing at Flat No. A-301, "Millennium Park", Plot No. 17, Sector No. 25, Nerul East, Navi Mumbai-400 706, have changed my name and shall hereafter be known as Mrs. SHANTA NARAYAN.

It is certified that I have complied with other legal requirements in this connection.

SHANTA NARAYAN IYER
[Signature (in existing old name)]

I, hitherto known as THELAKSHA K. son of Sh. VISHWANATHA@ VISHWANATHA POOJARY, residing at Door No. 3-81, Kombrabail House, Panjikallu Village & Post, Bantwal Taluk, D. K., have changed my name and shall hereafter be known as TEJAS POOJARY.

It is certified that I have complied with other legal requirements in this connection.

THELAKSHA K.
[Signature (in existing old name)]

I, hitherto known as MAJOR JEET SINGH son of Sh. BACHEN SINGH RANDHAWA, employed as Army Officer in the Records the Jat Regiment, Bareilly, residing at Records the Jat Regiment Bareilly (UP), have changed my name and shall hereafter be known as MAJOR JEET SINGH RANDHAWA.

It is certified that I have complied with other legal requirements in this connection.

MAJOR JEET SINGH
[Signature (in existing old name)]

I, hitherto known as PROMILLA BANSAL daughter of Sh. SUSHIL KUMAR, retired as Doctor, residing at SFS-52, Gulmohar Enclave, New Delhi-110049, have changed my name after marriage with Late Dr. ARVIND SHARMA on 31st March 1974. Thereafter be known as PROMILLA SHARMA.

It is certified that I have complied with other legal requirements in this connection.

PROMILLA BANSAL
[Signature (in existing old name)]

I, hitherto known as BHAGWAN DEVI wife of Sh. PAWAN KUMAR TETWAL, residing at LI-1736,

29/5, Near Asthal Mandir, Sangam Vihar, New Delhi-110062, have changed my name and shall hereafter be known as RENU TETWAL.

It is certified that I have complied with other legal requirements in this connection.

BHAGWAN DEVI
[Signature (in existing old name)]

I, hitherto known as RAJESH@RAJESH BALA daughter of Lt. MEWA LAL, residing at 736, Shora Kothi Subzi Mandi Clock Tower, Delhi-110007, have changed my name and shall hereafter be known as new name RAJ BALA.

It is certified that I have complied with other legal requirements in this connection.

RAJESH@RAJESH BALA
[Signature (in existing old name)]

I, hitherto known as JASVINDER MOHAN KAUR BAWA wife of Sh. CHARANJIT SINGH, employed as Stenographer Grade-I in the India Meteorological Department, Lodi Road, New Delhi-110003, residing at F-9/12, Krishan Nagar, Delhi-110051, have changed my name and shall hereafter be known as JASVINDER BAWA.

It is certified that I have complied with other legal requirements in this connection.

JASVINDER MOHAN KAUR BAWA
[Signature (in existing old name)]

I, hitherto known as MOLLY MATHEW wife of Sh. MATHEW JOSEPH, employed as Senior Staff Nurse in the Safdarjung Hospital, Ansari Nagar, Ring Road, New Delhi, residing at Flat No. 3-A, OCS Apartments, Mayur Vihar Phase-I Extension, Delhi-110091, have changed my name and shall hereafter be known as MOLLY JOSEPH.

It is certified that I have complied with other legal requirements in this connection.

MOLLY MATHEW
[Signature (in existing old name)]

I, hitherto known as MANOJ KUMAR son of Sh. SHAMBHOO DATT, employed as Senior Research Fellow in the Department of Plant Molecular Biology, University of Delhi, South Campus, New Delhi-110021, residing at JB-28E, Hari Nagar, New Delhi-110028. Permanent Resident of V.P.O.-Karoa, Teh.-Dehra, Dist. Kangra, H.P.-177103, have changed my name and shall hereafter be known as MANOJ K. SHARMA.

It is certified that I have complied with other legal requirements in this connection.

MANOJ KUMAR
[Signature (in existing old name)]

I, KESHO RAM KHATAK son of Late MUNSHI RAM, employed as A.O. in the L.I.C. of India, residing at H. No. 42, Block, New Roshan Pura, New Delhi-110043, have changed the name of my minor son PARITOSH KHATAK aged 16 years and he shall hereafter be known as PARITOSH SINGH.

It is certified that I have complied with other legal requirements in this connection.

KESHO RAM KHATAK
[Signature of Guardian]

I, SUSHEEL JAIN son of Sh. R. K. JAIN, resident of No. 5, Ansari Road 40, Prakash Apartment Darya Ganj, New Delhi-110002, have changed the name of my minor daughter SAIZAL JAIN aged 15 years and she shall hereafter be known as SEJAL JAIN.

It is certified that I have complied with other legal requirements in this connection.

SUSHEEL JAIN
[Signature of Guardian]

I, RAJ KUMAR son of Sh. BADLU RAM, residing at H. No. 772, VPO-Kapashera, New Delhi-37, have changed the name of my minor son GAURAV YADAV aged 14 years and he shall hereafter be known as AKASH YADAV.

It is certified that I have complied with other legal requirements in this connection.

RAJ KUMAR
[Signature of Guardian]

I, hitherto known as RAM CHANDER son of Sh. CHUNNI LAL, residing at H. No. 243, Block No. 1, Trilok Puri, New Delhi-110091, have changed my name and shall hereafter be known as RAM CHANDER BANOLIYA.

It is certified that I have complied with other legal requirements in this connection.

RAM CHANDER
[Signature (in existing old name)]

I, hitherto known as KAVEA GUPTA son of Late R.N. GUPTA, own Business in the Vrindavan Infine Trade Pvt. Ltd., residing at 2/7, 3rd Floor, Ansari Road, Darya Ganj, New Delhi-110002, have changed my name and shall hereafter be known as KAVYA KRISSHAN GUPTA.

It is certified that I have complied with other legal requirements in this connection.

KAVEA GUPTA
[Signature (in existing old name)]

I, hitherto known as MANOJ KUMAR SHARMA son of Sh. D. P. SHARMA, employed as Manager in the CITOS, residing at 4/1139 Bhola Nath Nagar, Shahdara, Delhi-110032, have changed my name and shall hereafter be known as MANOJ SHARMA.

It is certified that I have complied with other legal requirements in this connection.

MANOJ KUMAR SHARMA
[Signature (in existing old name)]

I, hitherto known as I. KAMESHWARI wife of Sh. M. DHARMA RAO, residing at Qr. No. A-1081, HWP Colony, FCI Township, P.O. Vikrampur-759 106, Dist. Angul (Orissa) & Permanent Address Qr. No. 4/C, St. No. 1, Sector-4, Bhilai-1, Dist. Durg (C.G.), have changed my name and shall hereafter be known as M. LAVANYA.

It is certified that I have complied with other legal requirements in this connection.

I. KAMESHWARI
[Signature (in existing old name)]

I, hitherto known as INIYAN VINOD VIJAY son of Sh. R. VIJAYAN, a Student in the M.S. Ramaiah College of Hotel Management, residing at N-520, Sector-9, R. K. Puram, New Delhi-110022, have changed my name and shall hereafter be known as INIYAN VIJAY.

It is certified that I have complied with other legal requirements in this connection.

INIYAN VINOD VIJAY
[Signature (in existing old name)]

I, hitherto known as VINOD CHAND son of Late KANTI PRASAD, residing at J-2/1G-1, Agersen Apartment West Jyoti Nagar, Shahdara, Delhi-94, have changed my name and shall hereafter be known as VINOD KUMAR BANSAL.

It is certified that I have complied with other legal requirements in this connection.

VINOD CHAND

[Signature (in existing old name)]

I, hitherto known as EKTA SRIVASTAV wife of Sh. MANISH MATHUR, residing at D-2, 93, Shri Ganesh Apartment I.P. Exnt. Patparganj, Delhi-110092, have changed my name and shall hereafter be known as EKTA MATHUR.

It is certified that I have complied with other legal requirements in this connection.

EKTA SRIVASTAV

[Signature (in existing old name)]

I, hitherto known as MANISH GOVIND MATHUR son of Late Dr. R. G. MATHUR, employed as project leader in Saksoft Ltd., residing at D-2/93, Shri Ganesh Apartment, I.P. Extn. Patparganj, Delhi-110092, have changed my name and shall hereafter be known as MANISH MATHUR.

It is certified that I have complied with other legal requirements in this connection.

MANISH GOVIND MATHUR

[Signature (in existing old name)]

I, hitherto known as PRANAV THAKRAN son of Sh. SUDHIR THAKRAN, residing at Vijay Vihar Silokara Road, Gurgaon (Haryana), have changed my name and shall hereafter be known as PRANAV VIR THAKRAN.

It is certified that I have complied with other legal requirements in this connection.

PRANAV THAKRAN

[Signature (in existing old name)]

I, hitherto known as USHA YADAV wife of Sh. ROHIT PAL SINGH, residing at H. No. 97, Sector-17, Gurgaon (Haryana), have changed my name and shall hereafter be known as MANJU SINGH.

It is certified that I have complied with other legal requirements in this connection.

USHA YADAV

[Signature (in existing old name)]

I, hitherto known as HARMINDER wife of Sh. GURMEET SINGH, residing at H. No. 1-D/68-A, N.I.T. Faridabad

(Haryana), have changed my name and shall hereafter be known as HARMINDER KAUR GIROTI.

It is certified that I have complied with other legal requirements in this connection.

HARMINDER

[Signature (in existing old name)]

I, hitherto known as "DEVINDER, DEVINDER SINGH AND DEVINDER HARJINDER SINGH DHANJAL" son of Sr. HARJINDER SINGH, employed as Associate Consultant with the Tata Consultancy Services Ltd-ND, residing at B-241, Gyan Kutir, Janata Vihar and P.O. Rajouri Garden, ND-110027, have changed my name and shall hereafter be known as DEVINDER DHANJAL.

It is certified that I have complied with other legal requirements in this connection.

DEVINDER, DEVINDER SINGH AND DEVINDER HARJINDER SINGH DHANJAL

[Signature (in existing old name)]

I, hitherto known as SUNIL son of Sh. BHAWANI RAM, a Student, residing at RZ-152/213, Sagarpur, New Delhi-110046, have changed my name and shall hereafter be known as SUNIL RAM.

It is certified that I have complied with other legal requirements in this connection.

SUNIL

[Signature (in existing old name)]

I, hitherto known as SHANTI DEVI wife of Sh. BHAWANI RAM, a Housewife, residing at RZ-152/213, Sagarpur, New Delhi-110046, have changed my name and shall hereafter be known as SHANTI RAM.

It is certified that I have complied with other legal requirements in this connection.

SHANTI DEVI

[Signature (in existing old name)]

I, hitherto known as DIPTI ARORA wife of Sh. ANAND SHANKAR BANERJEE, a Housewife, residing at 46D, Sector-6, Pocket-2, Dwarka, New Delhi-110075, have changed my name and shall hereafter be known as DIPTI BANERJEE.

It is certified that I have complied with other legal requirements in this connection.

DIPTI ARORA

[Signature (in existing old name)]

I, hitherto known as SUBRAMANIAN VENKITARAMAN son of Sh. V. K. VENKITARAMAN, employed as Technical Support Officer in the Private Service, residing at A-62, Gangotri Apartments, Vikas Puri, New Delhi-110018, have changed my name and shall hereafter be known as RAVI VENKITARAMAN.

It is certified that I have complied with other legal requirements in this connection.

SUBRAMANIAN VENKITARAMAN
[Signature (in existing old name)]

I, hitherto known as NAMITA daughter of Sh. RAJ KUMAR, residing at D-II, Flat No. 192, Kidwai Nagar (West), New Delhi-110023, have changed my name and shall hereafter be known as NAMITA SARAN.

It is certified that I have complied with other legal requirements in this connection.

NAMITA
[Signature (in existing old name)]

I, hitherto known as SHIPRA KUMARI daughter of Dr. NAGENDRA CHOUDHARY wife of Sh. SANJEEV KUMAR, residing at B-53, Pandara Road, New Delhi-110003, have changed my name and shall hereafter be known as SHIPRA MISHRA.

It is certified that I have complied with other legal requirements in this connection.

SHIPRA KUMARI
[Signature (in existing old name)]

I, hitherto known as ASHTHA GOYAL wife of Dr. RAJ ARYA, residing at D-8-9, Opp. Arora Departmental Store, Vijay Park, Najafgarh, New Delhi-110043, have changed my name and shall hereafter be known as Dr. ASHTHA ARYA.

It is certified that I have complied with other legal requirements in this connection.

ASHTHA GOYAL
[Signature (in existing old name)]

I, hitherto known as DEEPALI SHARMA wife of Sh. HEMANT KUMAR BHARDWAJ & daughter of Sh. JAI BHAGWAN, residing at H. No. 85, Guru Angad Nagar Ext. Laxmi Nagar, New Delhi-110092, have changed my name and shall hereafter be known as DEEPALI BHARDWAJ.

It is certified that I have complied with other legal requirements in this connection.

DEEPALI SHARMA
[Signature (in existing old name)]

I, hitherto known as SANJAY BAHADUR son of Sh. MADAN GOPAL, employed as 'Executive Officer' in Rajya Sabha Secretariat, Parliament of India, Parliament House Annexe, New Delhi, residing at Quarter No. 869, Sector-D, Peshwa Road, Mandir Marg, New Delhi-110001, have changed my name and shall hereafter be known as 'SANJAY SINGH'.

It is certified that I have complied with other legal requirements in this connection.

SANJAY BAHADUR
[Signature (in existing old name)]

I, hitherto known as Major RAKHI KONHER wife of Major AVINASH SARAF, employed as Major in the (name of office) College of Military Engineering, Pune-411031 (Indian Army), residing at Qtr. No. 238/B, Changla Crescent Lane, College of Military Engineering, Dapodi Pune (Maharashtra) Pin-411031, have changed my name and shall hereafter be known as Maj. RAKHI AVINASH SARAF.

It is certified that I have complied with other legal requirements in this connection.

RAKHI KONHER
[Signature (in existing old name)]

PUBLIC NOTICE

I, SHILPA SINHA daughter of Sh. B. K. SINHA, residing at F-69 B, Road No. 7, Laxmi Nagar, Delhi-110092, do hereby declare for general information that the name of my father has been wrongly written as P. K. SINHA in my educational document issued from C.B.S.E. The actual name of my father is B. K. SINHA, by suit No. 58/07, which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SHILPA SINHA
[Signature]

LOST & FOUND

The Certificate of Authority bearing Agency Number-SS/1527, issued in favour of SANJIV BAJAJ son of Sh. K. K. BAJAJ, residing at M-50, Greater Kailash-I, New Delhi-110048, has been lost by him. The use of this Authority Letter by any person will be illegal.

It is certified that I have complied with other legal requirements in this connection.

SANJIV BAJAJ
[Signature]

The Certificate of Authority bearing Agency Number-SS/1238, issued in favour of KEDAR NATH SHARMA son of Late HEMRAJ SHARMA, residing at A-109, Amar Colony, Lajpat Nagar-IV, New Delhi-110024, has been lost by him. The use of this Authority Letter by any person will be illegal.

It is certified that I have complied with other legal requirements in this connection.

KEDAR NATH SHARMA
[Signature]

The Certificate of Authority bearing Agency Number-SS/1237, issued in favour of BHARAT BHUSHAN SURI son of Sh. BANSI LAL SURI, residing at 99B, CC Block, Shalimar Bagh, Delhi-110088, has been lost by him. The use of this Authority Letter by any person will be illegal.

It is certified that I have complied with other legal requirements in this connection.

BHARAT BHUSHAN SURI
[Signature]

The Certificate of Authority bearing Agency Number-PPF/DLI/2127, Reference Number-SS-567, issued in favour of RAJIV DEEP BAJAJ (formerly known as RAJIV DEEP BAJAJ) son of Sh. K. K. BAJAJ, residing at M-50, Greater Kailash-I, New Delhi-110048, has been lost by him. The use of this Authority Letter by any person will be illegal.

It is certified that I have complied with other legal requirements in this connection.

RAJIV DEEP BAJAJ
[Signature]

The Certificate of Authority bearing Agency Number-SS/1912, issued in favour of M/s. Bajaj Capital Limited, Bajaj House, 97, Nehru Place, New Delhi-110019, has been lost by the said Company. The use of this Authority Letter by any person will be illegal.

It is certified that I have complied with other legal requirements in this connection.

For Bajaj Capital Limited
P. JANARDHAN
AVP (Compliance) & Company Secretary
[Signature]

नेशनल स्टॉक एक्सचेंज ऑफ इंडिया लिमिटेड

मुंबई-400051

एक्सचेंज के उप-नियमों के अध्याय-XIII में विहित उपबंधों को नीचे दी गई सीमा तक संशोधित किया जाता है।

- (1) अध्याय के शीर्षक को "निवेशक संरक्षण निधि" के रूप में पुनःनामित किया जाता है।
- (2) मौजूदा उप-नियम 1 को निम्नलिखित नए उप-नियम 1 से प्रतिस्थापित किया जाता है :--

उद्घरण चिन्ह शुरू

एक्सचेंज के ऐसे बाजार खंड के संबंध में जैसाकि एक्सचेंज द्वारा विनिर्धारित किया जाता है, नेशनल स्टॉक एक्सचेंज निवेशक संरक्षण निधि ट्रस्ट (ट्रस्ट) द्वारा रखी जानी वाली निवेशक संरक्षण निधि, प्रतिपूर्ति के लिए दावों, जो किसी कारोबारी सदस्य के संघटक द्वारा प्रस्तुत किए जाते हैं, जो उक्त कारोबारी सदस्य से हानि उठाता है, जिसके अध्याय-XII के तहत एक्सचेंज द्वारा चूककर्ता के रूप में घोषित किया जाता है, को पूरा करने के लिए रखी जाएगी। किसी दावाकर्ता का कोई भी दावा, जो एक्सचेंज का कोई कारोबारी सदस्य अथवा किसी कारोबारी सदस्य का सहयोगी है, निवेशक संरक्षण निधि से प्रतिपूर्ति के लिए तभी पात्र होगा जब तक कि उसने उक्त कारोबारी सदस्य के संघटक के रूप में एक्सचेंज द्वारा अनुमत सीमा तक कार्य किया है।

उद्घरण चिन्ह बंद

- (3) मौजूदा उप-नियम 2 को निम्नलिखित शब्दों को हटाने के माध्यम से संशोधित किया जाता है "(दावा तैयार करने और उसके दावे के प्रमाण के लिए प्रासंगिक समुचित लागतों और संवितरणों सहित)"।
- (4) मौजूदा उप-नियम 3 को निम्नलिखित नए उप-नियम 3 के द्वारा प्रतिस्थापित किया जाता है :--

उद्घरण चिन्ह शुरू

किसी दावाकर्ता को इस भाग के तहत अदा की जाने वाली राशि ऐसी राशि से अधिक नहीं होगी जैसाकि समय-समय पर ट्रस्ट द्वारा निर्णय लिया जाता है। ट्रस्ट दावाकर्ताओं को प्रतिपूर्ति का संवितरण तभी करेगा जब दावों को चूककर्ता के विरुद्ध निश्चित रूप दिया जाता है और चूककर्ता समिति की सिफारिशों, यदि कोई हों, के आधार पर ट्रस्ट द्वारा भुगतान के लिए स्वीकार किया जाता है और ऐसी प्रतिपूर्ति किसी एकल दावे के लिए तय की गई अधिकतम राशि से अधिक नहीं होगी।

उद्घरण चिन्ह बंद

- (5) मौजूदा उप-नियम 3 को उप-नियम 4 के रूप में पुनःक्रमांकित किया जाता है और "संगत प्राधिकारी" शब्दों को "ट्रस्ट" शब्द

के साथ प्रतिस्थापित किए जाते हैं और "निवेशक संरक्षण निधि" को "आईपीएफ" शब्द द्वारा प्रतिस्थापित किया जाता है।

- (6) मौजूदा उप-नियम 4 की धारा (क) को निम्नलिखित धारा प्रतिस्थापित किए जाने का प्रस्ताव है और इसे उप-नियम 5 के रूप में पुनः क्रमांकित किया जाता है :

उद्धरण चिन्ह शुरू

एक्सचेंज व्यापक परिचालन वाले कम से कम एक राष्ट्रीय अंग्रेजी दैनिक के सभी संस्करणों में और व्यापक परिचालन वाले कम से कम एक क्षेत्रीय भाषा के दैनिक में वह तारीख निर्दिष्ट करते हुए नोटिस प्रकाशित करेगा और जो उक्त प्रकाशन के पश्चात् जो 3 महीनों से कम नहीं होगी, जिस तारीख को अथवा उससे पहले नोटिस में निर्दिष्ट चूककर्ता के संबंध में प्रतिपूर्ति के लिए दावे किए जाएंगे। नोटिस में विनिर्दिष्ट अवधि, किसी दावाकर्ता के किसी एकल दावे के लिए अधिकतम प्रतिपूर्ति आदि दी जाएगी। उक्त नोटिस को एक्सचेंज के परिसर के साथ-साथ विनिर्दिष्ट संपूर्ण अवधि के लिए एक्सचेंज की वेब-साइट पर भी प्रदर्शित किया जाएगा।

उद्धरण चिन्ह बंद

- (7) मौजूदा उप-नियम 4 की धारा (ख) को निम्नलिखित धारा के साथ प्रतिस्थापित किया जाता है और इसे उप-नियम 6 के रूप में पुनः क्रमांकित किया जाता है :

उद्धरण चिन्ह शुरू

किसी चूक के संबंध में प्रतिपूर्ति के लिए दावा एक्सचेंज को लिखित में उक्त नोटिस में निर्दिष्ट तारीख को अथवा उससे पहले किया जाएगा और कोई दावा जो इस प्रकार नहीं किया जाता रोक दिया जाएगा जब तक कि एक्सचेंज अथवा ट्रस्ट अन्यथा निर्धारित नहीं करता। एक्सचेंज चूककर्ता समिति द्वारा यथा तय की गई प्रक्रियाओं के अनुसार दावों को प्रोसेस करेगा और यदि चूककर्ता की आस्तियां अनुमोदित दावों को पूरा करने के लिए अपर्याप्त हैं तो यह दावों को चूककर्ता समिति की सिफारिशों के साथ ट्रस्ट को अग्रपिष्ट करेगा। तथापि, ट्रस्ट को दावों के लिए संवितरण से पहले चूककर्ता की आस्तियों की उगाही के लिए प्रतीक्षा करने की जरूरत नहीं है।

उद्धरण चिन्ह बंद

- (8) मौजूदा उप-नियम 5 को उप-नियम 7 के रूप में पुनः क्रमांकित किया जाता है और "कोई व्यक्ति जो दावा करना चाहता है" शब्दों को "कोई दावाकर्ता" शब्दों द्वारा प्रतिस्थापित किया जाता है और "संगत प्राधिकारी जो" शब्दों को "ट्रस्ट जिसका" शब्द द्वारा प्रतिस्थापित किया जाता है।
- (9) मौजूदा उप-नियम 6 और 7 को क्रमशः उप-नियम 8 और 9 के रूप में पुनः क्रमांकित किया जाता है और "संगत प्राधिकारी" शब्दों को "ट्रस्ट" शब्द के साथ प्रतिस्थापित किया जाता है।
- (10) मौजूदा उप-नियम 8 को उप-नियम 10 के रूप में पुनः क्रमांकित किया जाता है और उप-नियम के शुरू में "संगत प्राधिकारी" शब्दों को "एक्सचेंज अथवा ट्रस्ट" शब्दों द्वारा प्रतिस्थापित किया

जाता है। उप-नियम की पहली लाईन में "कोई व्यक्ति" शब्दों को "दावाकर्ता" शब्द के साथ प्रतिस्थापित किया जाता है और "प्रथम उल्लिखित व्यक्ति" शब्दों को "दावाकर्ता" शब्द के द्वारा प्रतिस्थापित किया जाता है। "इस अध्याय के तहत उसके द्वारा किसी दावे को अस्वीकार किया जा सकता है" शब्दों से पहले उप-नियम की आखिरी से पहली लाईन में "संगत प्राधिकारी" शब्दों को "ट्रस्ट" शब्द द्वारा प्रतिस्थापित किया जाता है।

- (11) मौजूदा उप-नियम 9 को निम्नलिखित उप-नियम द्वारा प्रतिस्थापित किया जाता है और इसे उप-नियम 11 के रूप में पुनः क्रमांकित किया जाता है :

आईपीएफ को निम्नलिखित स्रोतों से अंशदान किए जाएंगे :

- (क) तिमाही आधार पर प्राप्त सूचीकरण शुल्क का 1%
- (ख) जमा की वापसी से तत्काल पहले जनता को अभिदान के लिए प्रतिभूतियों की पेशकश के समय जारीकर्ता कंपनियों द्वारा 1% की प्रतिभूति जमा पर अर्जित ब्याज का शत-प्रतिशत
- (ग) नीलाभियों की राशि/बंद मूल्य का अंतर
- (घ) सेबी के परिपत्र संख्या एफआईटीटीसी/एफ II/02/2002 दिनांक 15 मई, 2002 के पैरा 4 और 5 के अनुसार बड़े खाते डाली गई प्रतिभूतियों की बिक्री के प्रतिफल से प्राप्त राशि
- (ङ) सेबी (शेयरों के अधिकांश का अधिग्रहण और अधिकार में लेना) विनियम, 1997 के विनियम 28(12) (ङ) (ii) विनियम 28 (13) और विनियमन 29 (2) के अनुसरण में निर्दिष्ट राशियां
- (च) एक्सचेंज के कारोबारी सदस्यों द्वारा ऐसे अंशदान जो कि एक्सचेंज द्वारा समय-समय पर लेन-देन के मूल्य के आधार पर तय किए जाते हैं। इसके अलावा एक्सचेंज को ऐसे अतिरिक्त अंशदान मांगने के लिए अधिकार प्राप्त होगा, जो एक्सचेंज के विवेक पर आईपीएफ में कमी, यदि कोई हो को पूरा करने के लिए समय-समय पर अपेक्षित होगा।

- (12) मौजूदा उप-नियम 10 को हटाया जाता है।

- (13) मौजूदा उप-नियम 11 को निम्नानुसार निम्नलिखित नये उप-नियम 12 के साथ प्रतिस्थापित किया जाता है।

- (14) उप-नियम 13, 14, 15, 16 और 17 के रूप में निम्नलिखित पांच धाराएं जोड़ी जाती हैं :

उद्धरण चिन्ह शुरू

13. एक्सचेंज ट्रस्ट के साथ परामर्श से प्रत्येक तीन वर्ष में किसी निवेशक से एकल दावे के विरुद्ध उपलब्ध मुआवजे की राशि की समीक्षा करेगा और क्रमिक रूप से बढ़ाएगा। संगत प्राधिकारी तय की गई सीमा का प्रचार करेगा और उसमें किसी परिवर्तन को प्रेस विज्ञापित और एक्सचेंज की वेबसाइट के माध्यम से जनता को प्रचार करेगा।
14. ट्रस्ट निवेशकों के व्यक्तिगत दावों की पात्रता अथवा अन्यथा के संबंध में चूककर्ता समिति की सलाह प्राप्त कर सकता है।

15. एक्सचेंज निवेशकों के दावों की प्रोसेसिंग और निपटान में सुविधा के लिए ट्रस्ट को प्रशासनिक सहायता प्रदान करने की व्यवस्था करेगा।
16. सद्यत्तमक लेनदेनों अथवा जो झूठे अथवा मिलीभगत के हैं, से उठाने वाले दावाकर्ताओं के दावे आईपीएफ से प्रतिपूर्ति के लिए पात्र नहीं होंगे।
17. ट्रस्ट के पास आईपीएफ में अप्रयुक्त शेष को केवल ऐसे प्रयोजनों के लिए प्रयोग किया जा सकता है जो सेबी द्वारा विनिर्धारित किए जाते हैं। एक्सचेंज को बंद करने की दशा में ट्रस्ट के पास पड़ा अप्रयुक्त शेष सेबी को अंतरित कर दिया जाएगा। निधियों को एक अलग खाते में रखा जाएगा और सेबी निवेशक शिक्षा, जागरूकता और अनुसंधान के प्रयोजनों के लिए प्रयोग किए जाने वाली इन निधियों के ट्रस्टी के रूप में कार्य करेगा।

उद्धरण चिन्ह बंद

कृते नेशनल स्टॉक एक्सचेंज ऑफ इंडिया लिमिटेड

जे. रविचन्द्रन

निदेशक (वित्त एवं निधि) और कंपनी सचिव

टिप्पणी :- हिन्दी पाठ में भिन्नता की स्थिति में अंग्रेजी पाठ अधिभावी होगा।

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

Mumbai-400051

The provisions contained in Chapter XIII of the Byelaws of the Exchange are amended to the extent given hereunder :-

- (1) The title of the chapter is renamed as 'Investor Protection Fund'.
- (2) The existing Byelaw 1 is substituted with the following new Byelaw 1 :-

Quote

In respect of such market segment of the Exchange as may be prescribed by the Exchange, an Investor Protection Fund (IPF) to be held in trust by National Stock Exchange Investor Protection Fund Trust (Trust) shall be maintained to make good claims for compensation which may be submitted by a trading member's Constituent who suffers loss arising from the said trading member being declared as a defaulter by the Exchange under Chapter XII. No claim of a claimant, who is a Trading Member of the Exchange or an associate of a Trading Member, shall be eligible for compensation from the IPF unless he has acted as a Constituent of the said trading member to the extent permitted by the Exchange.

Unquote

- (3) The existing Byelaw 2 is modified through deletion of the following words '(including the reasonable costs of and disbursements incidental to the making and proof of his claim)'.
- (4) The existing Byelaw 3 is substituted with the following new Byelaw 3 :-

Quote

The amount that may be paid under this Part to a claimant shall not exceed such amount as may be decided by the Trust from time to time. The Trust shall disburse the compensation to the claimants as and when claims have been crystallised against the defaulter and admitted for payment by the Trust based on the recommendations, if any, of the Defaulters' Committee and such compensation shall not be more than the maximum amount fixed for a single claim.

Unquote

- (5) The existing Byelaw 3A is renumbered as Byelaw 4 and the words 'relevant authority' are substituted with the word 'Trust' and the words 'Investor Protection Fund' are substituted with the word "IPF".
- (6) The existing clause (a) to Byelaw 4 is substituted with the following clause and is renumbered as Byelaw 5 :-

Quote

The Exchange shall publish in all editions of at least one English national daily with wide circulation and in at least one regional language daily with wide circulation, a notice specify a date not being less than 3 months after the said publication, on or before which claims for compensation shall be made in relation to the defaulter specified in the notice. The notice shall contain the specified period, the maximum compensation limit for a single claim of a claimant, etc. The said notice shall also be displayed on the premises of the Exchange as well as on the web-site of the Exchange for the entire specified period.

Unquote

- (7) The existing clause (b) to Byelaw 4 is substituted with the following clause and is renumbered as Byelaw 6 :-

Quote

A claim for compensation in respect of a default shall be made in writing to the Exchange on or before the date specified in the said notice and any claim which is not so made shall be barred unless the Trust otherwise determines. The Exchange shall process the claims in accordance with procedure as may be

laid down by Defaulters' Committee and if the assets of the defaulter are insufficient to meet the approved claims, it shall forward the claims alongwith the recommendations of the Defaulters' Committee to the Trust. However, the Trust need not wait for the realisation of the assets of the defaulter before the disbursement towards claims.

Unquote

- (8) The existing Byelaw 5 is renumbered as Byelaw 7 and the words 'Any person wishing to make a claim' are substituted with the words 'a claimant' and the words 'relevant authority which' are substituted with the word 'Trust whose'.
- (9) The existing Byelaws 6 and 7 are renumbered as Byelaws 8 and 9 respectively and the words 'relevant authority' are substituted with the word "Trust".
- (10) The existing Byelaw 8 is renumbered as Byelaw 10 and the words 'relevant authority' at the beginning of the Byelaw are substituted with the words 'the Trust'. The words 'any person' in the first line of the Byelaw are substituted with the words 'the claimant' and the words 'first mentioned person' are substituted with the word 'claimant'. The words 'relevant authority' in the second last line of the Byelaw before the words 'may disallow any claim by him under this Chapter' are substituted with the word 'Trust'.
- (11) The existing Byelaw 9 is substituted with the following Byelaw and the same is renumbered as Byelaw 11 :—

Contributions shall be made to the IPF from the following sources :—

- (a) 1% of the listing fees received, on a quarterly basis.
- (b) 100% of the interest earned on the 1% security deposit kept by the issuer companies at the time of the offering of securities for subscription to the public, immediately on refund of the deposit.
- (c) The difference of amount of auctions/closeout price.
- (d) The amount received from the proceeds of the sale of the securities written off as per para 4 & 5 of SEBI circular No. FITTC/FII/02/2002 dated May 15, 2002.
- (e) The amounts specified in pursuance of Regulation 28 (12) (e) (ii), Regulation 28 (13)

and Regulation 29 (2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations 1997.

(f) Such contribution by trading members of the Exchange as may be decided by the Exchange from time to time based on the transaction value. The Exchange shall further be empowered to call for such additional contributions as may be required from time to time to make up for the shortfall, if any, in the IPF, at the discretion of the Exchange.

- (12) The existing Byelaw 10 is deleted.
- (13) The existing Byelaw 11 is substituted with the following new Byelaw 12 as follows :—

Quote

The IPF to be held in trust as aforesaid shall vest with the Trust which shall administer the same. The IPF shall be well segregated and shall be immune from any liabilities of the Exchange.

Unquote

- (14) The following five clauses are inserted as Byelaw 13, 14, 15, 16 and 17 :—

Quote

13. The Exchange, in consultation with the Trust, shall review and progressively increase the amount of compensation available against a single claim from an investor every three years. The relevant authority shall disseminate the compensation limit fixed and any change thereof, to the public through a Press Release and also through web-site of the Exchange.
14. The Trust may seek the advice of the Defaulters' Committee as to the eligibility or otherwise of individual claims of investors.
15. The Exchange shall arrange to provide administrative assistance to the Trust to facilitate the processing and settlement of investor claims.
16. The claims of the claimants arising out of speculative transactions or which are sham

or collusive shall not be eligible for compensation from the IPF.

17. The balance of the IPF lying unutilised with the Trust shall continue to be utilised only for such purposes as prescribed by SEBI. In the event of winding up of the Exchange, the balance lying unutilised with the Trust shall be transferred to SEBI. The funds will be maintained in a separate account and

SEBI would act as Trustee of these funds to be utilised for purposes of investor education, awareness and research.

Unquote

For National Stock Exchange of India Limited

J. RAVICHANDRAN
Director (F&L) &
Company Secretary